

REMARKS

Claims 20-28, 30, 31, 34, 36-38 are now pending in the application. Claims 20-28, 30-31 and 34-39 stand rejected. Claims 1-19, 29 and 32-33 were previously canceled. Claims 35 and 39 have been canceled herein and Claims 20, 28, 34 and 38 have been amended. Support for the amendments can be found throughout the application, drawings and claims as originally filed and, as such, no new matter has been presented. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

REJECTION UNDER 35 U.S.C. § 103

Claims 20-28, 30-31 and 34-39 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Huff et al. (U.S. Pat. No. 6,408,391; hereinafter "Huff") in view of Monroe (U.S. Pat. No. 6,392,692; hereinafter "Monroe"). This rejection is respectfully traversed.

Initially, Applicant notes that Huff appears to disclose a suppression and countermeasure system 250 that includes a service manager 260 on a security server 114 that monitors a secured network 100 from intruders 130, which are outside the network 100 (Fig. 1). Security operatives 320, 322, 324 are dispersed at remote computers within a network 100, and are controlled by the security server 114. All communication between the security operatives 320, 322, 324 and the security server 114 occurs over a communication framework 410 (see at least Col. 8, lines 64-66; Fig. 3). The communication framework 410 tracks missions, sends and receives missions, and enables missions to communicate with the security server 114. The security server

114 can be in communication with the security operatives 320, 322, 324 at all times so long as the node associated with the security operative 320, 322 or 324 is in the power on state.

Monroe appears to disclose a system for monitoring an aircraft, in which monitor system data can be transmitted from an aircraft 10 to a base station monitor 18. The primary purpose of Monroe is monitoring the mobile platform "while in port or terminal and/or unattended whether taxiing or parked or docked [and] permits tracking while in port or in route [to the port]" through a ground-based communications link (see at least Column 2, Lines 30-51). Monroe further discloses notifying "selected personnel" of a security situation on the mobile platform (see at least Column 7, Lines 59-60). Monroe also states that if a communications link is not available at the terminal, then the monitor system data can be transmitted, via a standard ground-to-air radio transmission.

In contrast to Huff and Monroe, independent Claim 20 has been amended to recite:

...an onboard network accessible to a plurality of users onboard the mobile platform;

an intrusion detection system onboard the mobile platform and connected to the onboard network; and

an onboard security management system responsive to the intrusion detection system that initiates an action to stop **an intrusion by one of the users onboard the mobile platform based on a set of policies**, and such that the action is directed to one or more selected user access points;

said onboard security management system further **updates said set of policies during the time that the intermittent link has connection...**(emphasis added).

Independent Claim 28 has been amended to recite:

...an onboard network accessible to a plurality of users onboard the mobile platform;

an intrusion detection system onboard the mobile platform and connected to the onboard network for detecting if **a potential intrusion event has occurred by one of the plurality of users onboard the mobile platform;**

an onboard security management system responsive to the intrusion detection system for initiating an action to address the potential intrusion event, based on a set of security policies;

wherein:

...if an update to the set of policies is necessary, the policies are **updated during the time that the intermittent link has connection with the terrestrial-based system ...** (emphasis added).

Independent Claim 34 has been amended to recite:

...an onboard network accessible to a plurality of users onboard the mobile platform;

an intrusion detection system onboard the mobile platform for monitoring the onboard network for detecting if a potential intrusion event has **occurred by one of the plurality of users onboard the mobile platform;** and

an onboard security management system responsive to the intrusion detection system for initiating an action to address the potential intrusion event, based on a set of security policies, the action able to be directed to at least a selected one of a plurality of user access points on the onboard network, and the onboard security management system **receives updates to said security policies from the terrestrial-based system while said intermittent link is operational;** ... (emphasis added).

Independent Claim 38 has been amended to recite:

...monitoring the onboard network to detect **an intrusion event made by at least one of the users on the mobile platform;**

using a security management system onboard the mobile platform, and responsive to notification of an intrusion event, to initiate a security action to address the intrusion event, in accordance with a set of security policies, where the security action can be directed to one or more selected access points on the network;

indicating an operational status of the network, and **updating the security policies while the onboard network** is in communication with the terrestrial-based system over an intermittent link (emphasis added).

In view of the above discussion, Applicants respectfully submit that Huff and Monroe, singly or in combination, do not teach, suggest or disclose each and every element of Claims 20, 28, 34 and 38. In this regard, Huff does not teach, suggest or disclose an onboard security management system responsive to the intrusion detection system that initiates an action to stop **an intrusion by one of the users onboard the mobile platform** based on a set of policies or that the onboard security management system further **updates said set of policies during the time that the intermittent link has connection**, as claimed in Claim 20. With regard to Claim 28, Huff does not teach, suggest or disclose an intrusion detection system onboard the mobile platform and connected to the onboard network for detecting if **a potential intrusion event has occurred by one of the plurality of users onboard the mobile platform**, or that the policies are **updated during the time that the intermittent link has connection with the terrestrial-based system**, as claimed. Regarding Claim 34, Huff does not teach, suggest or disclose an intrusion detection system onboard the mobile platform for

monitoring the onboard network for detecting if a **potential intrusion event has occurred by one of the plurality of users onboard the mobile platform** or that an onboard security management system **receives updates to said security policies** from the terrestrial-based system **while said intermittent link is operational**, as claimed. Huff also does not teach, suggest or disclose monitoring the onboard network to detect **an intrusion event made by at least one of the users on the mobile platform**, or **updating the security policies** while the onboard network is in communication with the terrestrial-based system **over an intermittent link**, as claimed in Claim 38.

Rather, Huff teaches that the security server 114 protects only from intruders which are **outside** of the secured network 100. Specifically, Huff states "[t]he intruder, by definition, must be **outside** the secured network" (see at least Col. 8, lines 9-10). In contrast to the system of Huff, Applicant's system protects from intruders who are **on** and have access to the secured network **onboard** the mobile platform.

In addition, Huff does not teach, suggest or disclose the use of an intermittent link to update security policies. The Office states that the wireless link of Huff comprises an intermittent link. Applicant respectfully disagrees. In this regard, Applicant notes that one of ordinary skill in the art would appreciate that the word "intermittent" as used in the claims means "stopping and starting at regular intervals," as in, a non-continuous link and not a continuous wireless link as disclosed in Huff.

Further, Applicant notes that:

In construing claim terms, the general meanings gleaned from reference sources, such as dictionaries, must always be compared against the **use of the terms in context**, and the intrinsic record must always be consulted to identify which of the different possible dictionary meanings is most consistent with the use of the words by the inventor. See *ACTV, Inc. v. The Walt Disney Company*, 346 F.3d 1082, 1092, 68 USPQ2d 1516, 1524 (Fed. Cir. 2003); M.P.E.P. § 2111.01 (2007), (emphasis added).

Applicant submits that the term “intermittent” is used in the context of a non-continuous, sporadic wireless communications link (see at least paragraph [0022] of the specification as filed). Thus, one of ordinary skill in the art would interpret the term “intermittent” as a non-continuous, sporadic communications link, and not a continuous wireless link as disclosed in Huff.

With regard to Monroe, Applicant notes that Monroe does not remedy these shortcomings of Huff. Rather, Monroe teaches the use of a continuous wireless link when available at the terminal, or the use of a ground-to-radio transmission if the wireless link is unavailable. Thus, Monroe does not teach, suggest or disclose the use of an intermittent link, as claimed.

Moreover, Applicant notes that one of ordinary skill in the art would not modify Huff to include an intermittent link as claimed, as there is no evidence or suggestion of such a configuration in the cited art. (see *Ex Parte Katoh et. al.*, Appeal 20071460, Decided May 29, 2007).

Accordingly, in view of the above discussion, Applicants respectfully asserts that the cited art does not teach, suggest or disclose each and every element of independent Claims 20, 28, 34 and 38, and thus, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claims 20, 28, 34 and 38 under 35 U.S.C. § 103(a).


In addition, as Claims 21-27, 30-31 and 35-37 depend directly or indirectly from independent Claims 20, 28 or 34, Claims 21-27, 30-31 and 35-37 should be in condition for allowance for the reasons set forth for Claims 20, 28 and 34 above. Accordingly, Applicant respectfully requests the reconsideration and withdrawal of the rejections of Claims 21-27, 30-31 and 35-37 under 35 U.S.C. § 103(a).

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (248) 641-1600.

Respectfully submitted,

Dated: 6/4/08

By: 
Mark D. Elchuk, Reg. No. 33,686
Erica K. Schaefer, Reg. No. 55,861

HARNESS, DICKEY & PIERCE, P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48303
(248) 641-1600

MDE/EKS/chs